

PROFESSIONAL SERVICES AGREEMENT-AFFILIATE MARKETING MOU

This Professional Services Memorandum of Understanding ("MOU") is entered into as of **30 NOVEMBER 2022**, ("Effective Date"), by and between ELEVATED SOLUTIONS GROUP, LLC, ("Elevated") and FREE SPEECH SYSTEMS LLC ("Free Speech")

RECITALS

- A. Free Speech has an existing market for certain Affiliate Marketing Services and/or Products.
- B. Free Speech has developed relationships within various industries to promote services and/or products and desires to participate in the AFFILIATE MARKETING MOU.
- C. Free Speech desires to retain Elevated as an independent contractor to perform certain professional services, as specified in this MOU, and Elevated desires to provide such services to Free Speech.
- D. The parties desire to enter into this MOU to set forth the obligations and responsibilities.

In consideration of the mutual covenants contained herein and other good and valuable consideration, which is hereby acknowledged, the parties hereto agree as follows:

Services: Free Speech hereby allows Elevated to perform professional marketing affiliate services as follows: facilitate and manage the direct communication, accounting, and marketing of select affiliate services and/or products. Elevated will work to pair Free Speech with various Affiliate Marketing Services and/or Products as part of this MOU. These Affiliate Marketing Services and/or Products will be a zero-cost marketing revenue stream for Free Speech. Elevated will handle all associated costs to include but not limited to, wire fees, graphic design, photography, b-roll, web banners, and AD creation. Free Speech will allow Elevated to place marketing materials on Free Speech associated websites, live shows, podcasts, etc.

Term: The term of this Agreement shall commence as of the Effective Date and shall continue in full force for 90 days. Following the execution of the ~~90-day~~ MOU, discussions for a sustainable contract may take place.

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Compensation and Expenses: Free Speech will be paid a revenue share of 30% of Net Sales received during the execution of this Affiliate Marketing Services and/or Products MOU. Net Sales is determined by deducting any associated expenses Elevated may have to include but not limited to, wire fees, graphic design, photography, b-roll, web banners, and AD creation. Any additional expenses must be communicated and mutually agreed upon by both parties. (See Annex A)

Contractor's Representations: Elevated hereby warrants and represents to Free Speech that: (i) Elevated has the experience, skill, and authority necessary to perform the Services, (ii) there is no

actual or potential conflict of interest between the Services to be performed by Elevated under this MOU and Elevated's business, financial or other interests, and Elevated shall immediately notify Free Speech of any actual or potential conflict of interest of which Elevated becomes aware during the term of this MOU.

Relationship of the Parties: Elevated is, and shall act as an independent contractor, and not as an agent, partner, or employee of Free Speech. Nothing in this MOU shall be construed to imply that Elevated, its agents, officers or employees are employees of Free Speech; or that this MOU creates, in any manner, a partnership, joint venture, or other arrangement between Elevated and Free Speech.

Termination: Either party may terminate this agreement with thirty (30) days prior written notice to the other. Termination of this MOU will not eliminate any compensation owed to Elevated or Free Speech at the time of termination as defined in the "Compensation and Expenses" section of this MOU. In the event of a termination for any reason, Free Speech shall only be entitled to the compensation provided for in the "Compensation and Expenses" section that has been earned.

Dispute Resolution. If a dispute arises of any kind under this MOU, Free Speech and Elevated shall first negotiate in good faith for a period of not less than thirty (30) days prior to taking any legal action. If a dispute cannot be resolved by negotiations of the Parties then either party may submit the dispute to binding arbitration. The prevailing party shall be entitled to recover from the other party all costs and expenses of suit, including attorney's fees reasonably incurred.

Limitation on liability. To the fullest extent permitted by Law and notwithstanding other provisions of this MOU, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this MOU.

Governing Law; Cost of Enforcement: This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this MOU has been executed as of the Effective Date.

ELEVATED SOLUTIONS GROUP, LLC

FREE SPEECH SYSTEMS, LLC




By: Joseph M. Dalessio

Its: Manager

Address: 706 W Ben White BLVD

Bldg B, Ste 188, Austin TX 78704



By: Patrick Magill

Its: Manager / CRO

Address: PO Box 19549

Austin TX 78760
